

**IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
ASSOCIATE CIRCUIT DIVISION
STATE OF MISSOURI**

MIDLAND STATES BANK,
An Illinois Chartered Bank

Plaintiff,

vs.

BARAT ACADEMY, a Missouri non-profit
corporation

and

ANY AND ALL UNKNOWN TENANTS
OF 17815 Wildhorse Creek Road,
Chesterfield, MO 63005

ANY AND ALL UNKNOWN TENANTS
OF 17803 Wildhorse Creek Road,
Chesterfield, MO 63005

Defendants.

Case No. 22SL-AC23196

Division No. 43

<p style="text-align: center;">FILED 11/30/22 JOAN M. GILMER CIRCUIT CLERK ST. LOUIS COUNTY, MO</p>
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CONSENT JUDGMENT AND ORDER

COMES NOW Midland States Bank, an Illinois state chartered bank (hereinafter referred to as "Plaintiff"), Barat Academy ("Barat"), Barat Academy Foundation ("Foundation", together with Barat, the "Defendants"), and hereby consent to the entry of judgment as follows:

1. Judgment be and is hereby entered in favor of Plaintiff and against Defendants, jointly and severally, for possession of the real property and improvements located at 17815 Wild Horse Creek Road, Chesterfield, MO 63005 and 17803 Wild Horse Creek Road, Chesterfield, MO 63005 (collectively, the "Premises").

2. Judgment be and is hereby entered in favor of Plaintiff and against Defendants, jointly and severally, for damages in the amount of \$80,000.00 as a result of Defendants unlawful detainer with respect to the Premises.

3. Defendants, jointly and severally, acknowledge that Plaintiff, holds a perfected security interest in the personal property contained in the premises, and agreement that all personal property (excepting personal belongings of staff and students) shall remain in the premises when possession is restored to Plaintiff. Plaintiff retains the right to commence and hold a UCC sale of the personal property in the premises during the Stay of Execution as defined herein.

4. By this judgment and order, Plaintiff does not waive any claims against Barat Academy, Barat Academy Foundation, or its board of directors for breach of the obligations under the deed of trust to defend the priority of the Midland States Bank lien created by its Deed of Trust, to pay the PACE assessments, or the execution of the assessment contracts.

5. Judgment for possession and damages to be freely assignable pursuant to Rule 74.12 of the Missouri Rules of Procedure and Section 511.690 of the Missouri Revised Statutes.

6. Execution to be stayed through the earlier of:

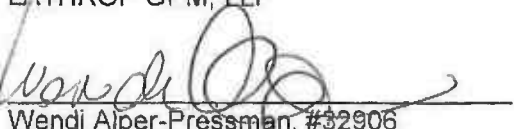
- a. the date upon which Plaintiff transfers title to the real estate; and
- b. the date following December 1, 2022, if Defendant fails to provide proof that the invoices for Ameren on account number 27900-01021 in the total amount of \$7,962.90 has been paid in full; or
- c. the date upon which Defendant fails to provide proof that the invoices for Ameren on account number 26585-08513 in the total amount of \$514.90 have been paid in full; or
- d. the date upon which Defendant fails to provide proof that the invoices for Spire in the total amount of \$914.17 have been paid in full; or
- e. the date upon which Defendant has failed to provide evidence to Plaintiff that current utility costs, water and sewer invoices have been paid in full prior to the assessment of a late fee (i.e. Defendant shall provide a statement from Metropolitan Sewer District, Spire and Ameren not later than December 2, 2022 that the November invoice for services to the premises have been fully paid; or
- f. the 1st and/or 15th of day of any month from and after November, 2022 (i.e. December 1, 2022 and December 15, 2022) in which Defendant fails to pay to Plaintiff the sum of \$4,000.00 for its continued occupation of premises.

7. For the avoidance of doubt, Plaintiff (or its assignee) may immediately request the issuance of an execution for possession:

- a. if Defendants have not provided evidence of the payments required under Paragraphs 5b, 5c, 5d as set forth herein;
- b. if Defendant fails to provide Plaintiff with proof of payment of all utility expenses due and payable by December 2, 2022; or
- c. if Defendant fails to pay to Plaintiff the sum of \$4,000 on or before December 1, 2022;
- d. if Defendant fails to pay to Plaintiff the sum of \$4,000 on or before December 15, 2022;
- e. if Defendants fail to pay Plaintiff the sum of \$8,000 on the 1st day of each month following December 15, 2022; and
- f. at such time that Plaintiff is no longer the owner of the premises, at which time the assignee of Plaintiff will be entitled to immediate execution for possession.

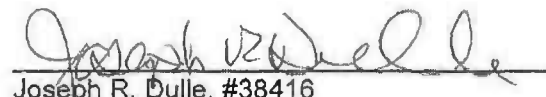
Respectfully submitted,

LATHROP GPM, LLP


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*Attorneys for Defendant
Barat Academy*

SO ORDERED:


Judge Division 43

Date